

**AGREEMENT BETWEEN CENFIM**

**AND UTBv**

**FOR DITRAMA PROJECT**

The present Agreement drawn up within the framework of the Erasmus+ Programme, Sector Skills Alliances in vocational education and training action, governs the relationship between

Centre de Difusió Tecnològica Fusta i Moble de Catalunya (CENFIM), whose registered office is situated at Avda. Generalitat, 66, 43560 La Sénia, SPAIN, represented by Mr. Joaquim Solana Monleón, Director (hereinafter called "the coordinator")

and

Universitatea Transilvania Brasov/Transilvania University Brasov

whose registered office is situated at:

Bulevardul Eroilor nr. 29  
Brasov, Romania

represented by:

Prof. dr. Ioan Vasile ABRUDAN, Rector

hereinafter called "the Partner"

The Coordinator and the Partner shall hereinafter be collectively referred to as "the Parties"

**The parties have mutually agreed following:**

**Article 1 / Object**

With regard to the provisions of the Council's decision to establish the Erasmus+ Programme, the Coordinator and the Partner undertake to carry out the activities forming the subject of this Agreement, which falls within the framework of Grant Agreement N° 2018 – 2992 / 001 – 001, Project Number 601011-EPP-1-2018-1-ES-EPPKA2-SSA (hereinafter "the Grant Agreement") concluded between the Coordinator and the Education, Audiovisual and Culture Executive Agency (hereinafter "the Agency"), relating to the project entitled **"Digital transformation manager: leading companies in Furniture value chain to implement their digital transformation strategy"** (hereinafter "the Project"). The complete text of the Grant Agreement and the activities of the Project can be found in the Annex 1.0 and Annex 1.1 of this Agreement.

The Agency grant awarded of this Project for the period covered by the Grant Agreement will be a maximum of 994.094 EURO as shown in the estimated eligible budget in Annex 1.3 Estimated budget of the action.

This Agreement governs relations between the Parties, as well as their respective rights and obligations with regard to their participation in the Project and should be read in conjunction with the Grant Agreement (Annex 1.0), the Call for proposals (2017) and the Erasmus+ Programme Guide (Version 2 (2018): 15/12/2017)

The object of this Agreement and the activities relating to it are set out in detail in the annexes, which form an integral part of this Agreement and which the parties declare to have read and approved.

The Coordinator will sign an equivalent document to this agreement with all the beneficiaries (hereinafter "the Consortium").

## **Article 2 / Duration**

This Agreement shall come into force on the day when it has been signed by the last of both Parties, but shall have retroactive effect from 01/01/2019, the beginning of the Project. The eligibility period of the project will be 36 months, from 01/01/2019 to 31/12/2021. Any modification to the project execution period signed with the Agency will be applied to this Agreement.

This Agreement shall remain into force until the Coordinator has been released from his obligations arising from the Grant Agreement with the Agency.

## **Article 3 / Obligations of the Coordinator**

The Coordinator undertakes:

- to take all the steps necessary to prepare for, perform and correctly manage the activities in accordance with the Project objectives as set out in the Grant Agreement (Annex 1.0)
- to send to the Partner copies of any official correspondence with the Agency and of any other official documents concerning the Project;
- to inform the Partner of any change made to Grant Agreement (Annex 1.0)
- to inform the Partner about any problem that may influence the proper project development, such as any consortium partner economic problem, withdrawal and justification breach

## **Article 4 / Obligations of the Partner**

The Partner undertakes:

- to provide personnel, equipment and other resources and take all the steps necessary to prepare for, perform and correctly manage the activities set out in the Annex 1.1 Description of the action, in accordance with the objectives of the Project as set out in the Grant Agreement;
- to respect the timetable and the activities deadlines, as fixed in the Grant Agreement. If the Partner exceeds by two months any deadline as fixed in the Grant Agreement, the Partner will be obliged to return to the Coordinator all the prefinancing amounts that the Partner has received;
- to respect all the clauses provided for in the Grant Agreement binding the Coordinator to the Agency and its annexes;
- to communicate to the Coordinator any information, documents and suggestions essential or necessary for the Project performance;



- to give to the Coordinator any information or document requested by the Coordinator and necessary for managing the Project and for the purposes of completing the Progress and Final Reports according Annex 1.5 (Model Technical Report) and Annex 1.6 (Model Financial Report). The Partner is also obliged to provide promptly (understood as no longer than 10 days) clarification regarding any doubts resulting from the information and documents communicated to the Coordinator. In the unlikely event that such information or documentation is not provided, the Coordinator can upon reasonable grounds decide not to declare to the Agency an expense claimed by the Partner;
- to define, together with the Coordinator and other consortium members, the roles, rights and obligations of the Parties, including, where necessary, those concerning the allocation of intellectual property rights and dissemination activities.

## Article 5 / Financing and financial rules

The Agency grant will be a maximum of 46.175 EURO, equivalent to the estimated activities for the Partner, according to Annex 1.3. The grant will be calculated in terms of contributions per unit and reimbursement of eligible costs incurred, according to page 156 of Erasmus+ Programme Guide (Version 2 (2018): 15/12/2017)

The final amount of the grant shall be determined as specified in the article II.25 of the Annex 1.2, General Conditions.

This amount corresponds to the activities and costs described in the Project proposal (Application Form) in Annex 1.1.

The Agency grant will be allocated to the Partner as follows:

	Manager	TTR	Technician	Administrative	TOTAL
Partner	14.310	19.800	10.890	1.175	46.175

The staff days allocated to the Project by the Partner are as follows:

	Manager	TTR	Technician	Administrative	TOTAL
Partner	135	225	165	25	550

The amount per day (EUROS) for the staff is in the following table:

	Manager	TTR	Technician	Administrative
Partner	106	88	66	47

The financial management must be carried out in accordance with the rules in Annex 1.2, General Conditions, Part B: Financial provisions.

- The 4<sup>th</sup> Report will cover progress for the period 01/01/2019 to 31/12/2021 (36 months) and will be submitted no later than 31/01/2022. This report will be used for the Coordinator to write the final report to the Agency.

All the reports and the supporting accounting documents shall be sent by the Partner to the Coordinator in electronic format by e-mail. In accordance with article 10 of this agreement the Partner must keep all the original documents for a period of 5 years starting from the date of payment of the balance.

If there is a delay the Coordinator may refuse to use the information provided in the reports submitted to the Agency.

The Partner shall submit the financial reports in euros. In this case, those partners that incur costs in other currencies than euros shall convert into euro at the average of the daily exchange rates published in the C series of *Official Journal of the European Union*, determined over the corresponding reporting period. Where no daily euro exchange rate is published in the *Official Journal of the European Union* for the currency in question, conversion shall be made at the average monthly accounting rates established by the Commission and published on its website ([http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/infoeuro/infoeuro\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/infoeuro/infoeuro_en.cfm)), determined over the corresponding reporting period.

### Technical reports

The partners who are Workpackage leaders in accordance with Annex 1.1, Description of the action, must provide in the 2<sup>nd</sup> and 4<sup>th</sup> reports according the previous list and dates a complete technical report of the activities that they are leaders in accordance with Annex 1.5, Model technical report.

### Article 7 / Payments

The Coordinator agrees to make payments relating to the subject matter of this Agreement to the Partner in accordance with the following schedule:

1. First payment  
Within 20 working days of the date on which the Coordinator receives this Agreement signed by the Partner, a pre-financing payment representing 20% of the total Project funding shall be made to the Partner.
2. Second payment  
Within 20 working days of the date on which the Coordinator receives and approves the 1<sup>st</sup> Report from the Partner, a second payment representing 20% of the total Project funding shall be made to the Partner.
3. Third payment  
Once the Coordinator has received and approved the 2<sup>nd</sup> Report from the Partner, the mid-term Progress report has been approved by the Agency and the Coordinator has received the second pre-financing payment from the Agency, a third payment representing 20% of the total Project funding shall be made to the Partner within 20 working days. The full amount of the third payment may not be made until at least 70% of the sum of first and second payments has been used up. Where the consumption of the previous two payments is less than 70%, the amount of the third payment shall be reduced by the unused amount of the previous payments.
4. Fourth payment



## Article 20 / Annexes

The following are annexed to and form an integral part of this Agreement:

- Annex 1 Grant Agreement signed between the Agency and the Coordinator. It includes all the annexes (as provided by the Agency):  
Annex 1.0: Grant Agreement  
Annex 1.1: Description of the action  
Annex 1.2: General conditions:  
    Part A: Legal and Administrative provisions  
    Part B: Financial provisions  
Annex 1.3: Estimated budget of the action  
Annex 1.4: List of beneficiaries and Mandates provided to the coordinator by the other beneficiaries  
Annex 1.5: Model technical report  
Annex 1.6: Model financial statement
- Annex 2 Timesheet template: staff allocated to Project (Optional)
- Annex 3 Partner Bank Account form

This agreement is signed in duplicate on 1st January 2019

The Coordinator  
Joaquim Solana Monleón  
Director



Done at: La Sénia (Spain)  
On: 01/01/2019

The Partner  
Prof. dr. Ioan Vasile ABRUDAN  
Rector



Done at: Brasov (Romania)  
On: 01/01/2019

### Banking information

Partner full name	UNIVERSITATEA TRANSILVANIA BRASOV
VAT number	4317754

Full address of account	
Account holder name	UNIVERSITATEA TRANSILVANIA BRASOV
PO box	---
Postal code/Cedex	500036
Street name and number	Bulevardul Eroilor nr. 29
Town	Brasov
Country	Romania

Contact person for the account (in the Partner staff)	
Name	GURAU LIDIA
Phone	0040 743 046 512
Fax	0040 41 05 25
e-mail	lidiagurau@unitbv.ro

Details of bank account	
Bank name	RAIFFEISEN BANK
IBAN	RO59 RZBR 0000 0600 2071 2614
Account number	2071 2614
BIC (SWIFT)	RZBRROBU

#### Bank information verification.

Provide a copy of any bank receipt with the same account holder name and account number  
Or

Sign and stamp by a bank authorized representative

Name of the bank's signatory:

Bank stamp

Date:

